

BILL NO. S-76-07- 10

SPECIAL ORDINANCE NO. S- 132-76

AN ORDINANCE approving a contract with Automatic Door Controls for the Board of Public Works.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated July 6, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Automatic Door Controls, for:

New Parking Control Equipment for City  
Parking Garage to replace worn spitters and  
gates and entire system now there. \$8,956.00

all as more particularly set forth on Purchase Order No. 3-33555, which is on file in the Office of the Department of Purchasing and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

William T. King  
Councilman

APPROVED AS TO FORM  
AND LEGALITY,

William T. King  
CITY ATTORNEY

Read the first time in full and on motion by Hunga, seconded by Hunga, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the day of \_\_\_\_\_, 1976, at \_\_\_\_\_ o'clock P.M., E.S.T.

DATE: 7/14/76

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by V. Schmidt, seconded by Hunga, and duly adopted, placed on its passage.

PASSED (~~LAST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>	<u>0</u>		<u>1</u>	
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
HUNTER	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS	<u>✓</u>				
SCHMIDT, D.				<u>✓</u>	
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 7-27-76

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~)

ORDINANCE (~~RESOLUTION~~) No. S-132-76 on the 27th day of July, 1976.

ATTEST: (~~SEAL~~)

Charles W. Westerman  
CITY CLERK

James Stier  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of July, 1976, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 28th day of July, 1976, at the hour of 5:00 o'clock P. M., E.S.T.

Rahat Elumchary  
MAYOR

Bill No. S-76-07-10

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance  
approving a contract with Automatic Door Controls for the Board of Public  
Works

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance do PASS.

Vivian G. Schmidt-- Chairman

William T. Hinga - Vice-Chairman

Winfield C. Moses, Jr.

John Nuckols

Samuel J. Talarico

*Vivian G. Schmidt*  
*William T. Hinga*

*John Nuckols*  
*Samuel J. Talarico*

DATE 7-27-76 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK

# Memorandum

To, Jim Schneider - Parking Administrator

Date July 6, 1976

From Purchasing Department

Subject New Parking Control Equipment for City Parking Garage

COPIES TO:

Attached is a copy of Purchase Order No. 3-33555 to Automatic Door Controls for the subject equipment. They are the low bidder at \$8956.00

One other Bid was received, from Dictating and Time Systems at \$9980.00 for the same items (Less transit tickets which you will have to originate a requisition and a sample ticket for our handling--probably will cost \$125.00 to \$175.00 for 10,000). We contacted eight (8) possible bidders on this equipment.

Also attached are:

1. Copies of each Bid received
2. Tabulation Sheet - detailing prices
3. Vendors contacted list

Please process all of the attached documentation through Legal to City Clerk for presentation to Council for approval. Do Not give out the Purchase Order Number, as this cannot be done until we have Council Approval.

  
J. E. Kroener

Approved: 

A. C. Lord - Director

JEK/gb

Tabulation of Bid

Bid Reference No. 719

Closing Date June 30, 1976

EC1062

Item #1 ✓

Item #2 ✓

Item #3 ✓

(Less tickets)

1/9 attached

Dictating & Time Systems  
2212 South Calhoun  
Fort Wayne, Indiana 46804

W.B. 62600-11 4500-45

apl. OK

\$3950.00

Completion 80 days ARO

\$4,230.00

Alarm Unit \$300.00  
Tickets - 3.30/10

NO Special Tickets: 85.00  
+ 3.30/10  
for 100 del + 3.30/10

Automatic Parking Devices, Inc.  
24700 Crestview Court  
Farmington, Michigan

Pic-King, Inc.  
219 East Berry Street  
Fort Wayne, Indiana 46802

R & A Electric Company  
1411 East Wallace Street  
Fort Wayne, Indiana 46803

Havel Brothers, Inc.  
4711 Speedway Drive  
Fort Wayne, Indiana 46825

Vemco Products, Inc.  
5740 East Nevada  
Detroit, Michigan 48234

Federal Sign & Signal Corporation  
Signal Division  
13604 South Western Avenue  
Blue Island, Illinois 60406

Automatic Door Controls ✓  
933 Cherry Street (apl. OK)  
Huntington, IN (attached)

\$3901.00

Completion 4-6 wks. del  
+ 4 days installation

\$4281.00

Alarm: 528.00  
NO Tickets: 39.00/100

Bill Reference No. 719

Closing Date June 30, 1976

*Re 2062*

Item #4 ✓

Item #5 ✓

Net Grand Tot

Dictating & Time Systems  
2212 South Calhoun  
Fort Wayne, Indiana 46804

\$ 1500.00

\$ 10,013.00  
Guarantee: 1 yr.

Automatic Parking Devices, Inc.  
24700 Crestview Court  
Farmington, Michigan

Pic-King, Inc.  
219 East Berry Street  
Fort Wayne, Indiana 46802

R & A Electric Company  
1411 East Wallace Street  
Fort Wayne, Indiana 46803

Havel Brothers, Inc.  
4711 Speedway Drive  
Fort Wayne, Indiana 46825

Vemco Products, Inc.  
5740 East Nevada  
Detroit, Michigan 48234

Federal Sign & Signal Corporation  
Signal Division  
13604 South Western Avenue  
Blue Island, Illinois 60406

252.00

294.00  
546.00 Total

Inst. In. \$100.00 total  
(\$50.00/yr)

(Options: See Bill)

\$ 8995.00  
Warranty: 90 days  
1 yr.

*Automatic Door Controls*  
933 Cherry St.  
Hartsville, IN ✓

Bid Reference No. 719

Date June 30, 1976

Vendors Name & Address

Cards Mailed

Bids Picked Up

Bids Mailed

Dictating & Time Systems  
2212 South Calhoun  
Fort Wayne, Indiana 46804

6-16-76 6-18-76

Automatic Parking Devices, Inc.  
24700 Crestview Court  
Farmington, Michigan

6-18-76

Simplex Time Recorder Company  
6915 Bluffton Road  
Fort Wayne, Indiana 46809

6-18-76

Pic-King, Inc.  
219 East Berry Street  
Fort Wayne, Indiana 46802

"

6-18-76

Vemco Products, Inc.  
5740 East Nevada  
Detroit, Michigan 48234

6-18-76

Federal Sign & Signal Corporation  
Signal Division  
13604 South Western Avenue  
Blue Island, Illinois 60406

6-18-76

R & A Electric Company  
1411 East Wallace  
Fort Wayne, Indiana 46803

6-16-76

6-31-76

Havel Brothers, Inc.  
4711 Speedway Drive  
Fort Wayne, Indiana 46825

"

6-30-76

# CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

NUMBER ONE EAST MAIN STREET

ROOM 470

FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

## Parking Administration

919 South ~~XXXXXX~~ Clinton Street  
Fort Wayne, Indiana 46802

## Automatic Door Controls

933 Cherry Street  
Huntington, Indiana 46750

## DELIVER TO:-

DEPARTMENT  
OR DIVISION

ADDRESS \_\_\_\_\_ % IF PAID WITHIN \_\_\_\_\_ DAYS FROM DELIVERY AND  
CASH DISCOUNT TERMS \_\_\_\_\_ (DISCOUNT FOR DISCOUNT SHOWN BELOW)  
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES.

PURCHASE ORDER NUMBER

3-33555

DATE July 6, 1976

REF. NO.

REQ. NO.

320

THE ABOVE INFORMATION MUST APPEAR ON  
ALL INVOICES, BILLS OF LADING, DELIVERY  
TICKETS, PACKAGES AND CORRESPONDENCE.  
INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT. PD

DATE  
WANTED }

APPROPRIATION AND FUND NUMBER } 29-890-261

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
<b>TAX EXEMPT</b> (UNLESS OTHERWISE INDICATED)				
<p>COMPLIANCE WITH THE DELIVERY DATE REQUESTED WILL AVOID "FOLLOW UP" CORRESPONDENCE.</p> <p><b>NOTE</b></p> <p>↓</p> <p><b>READ</b></p> <p>INSTRUCTIONS ON THE BACK OF THIS ORDER</p> <p>THE CONTRACTOR OR VENDOR, BY ACCEPTING THIS ORDER, AGREES TO THE GENERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER.</p> <p>UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIVERY, PACKING, ETC., NECESSARY TO COMPLETE DELIVERY TO DESTINATION SPECIFIED.</p> <p>UNLESS OTHERWISE INDICATED THE PRICES SHOWN DO NOT INCLUDE TAXES OF ANY KIND.</p> <p>EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY.</p> <p>IND. SALES TAX EXEMPT CERTIF. NO. 34508</p> <p>IF THIS ORDER DOES NOT AGREE WITH YOUR QUOTATION KINDLY RETURN IT WITH AN EXPLANATION.</p>				
		New Parking Control Equipment for City Parking Garage to replace worn splitters and gates and entire System now there.		
		Item #1 - Clinton Street Entrance Unit		3901.00
		Item #2 - Washington Street Entrance Unit		4281.00
		Item #3 (Less Transit Tickets)		328.00
		Item #4 (Elec/Mech Install)		546.00
		Item #5 (Trade-In) Less		- 100.00
				8956.00
		Net 30 Days F.O.B. Delivered and Installed - Includes removal of old equipment (Item #5)		
		4 to 6 Weeks Delivery/Installation Time		
		Warranty - 90 Days Labor - One Year Parts		
		Subject to Councilman's Approval		
		Bld Reference No. 719		
		XXXXXXXXXXXXXXXXXXXX		
		JEK/gb		

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

Edward G. Kammikar - City Controller

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION DN FILE IN THIS OFFICE.

A.C. Lord  
Alex W. Demetron - Director of Purchases

Per

Per



## CITY OF FORT WAYNE

## DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

## INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as indicated, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

\*Mail all replies and correspondence, etc. to Attn. of A.C. Lord - 423-7037

DEPARTMENT OF PURCHASES

Address Room 470, Number One Main St., Ft. Wayne, Ind. 46802

## REQUIRED FOR DELIVERY TO:

Department Parking Administration  
or Division 919 South Clinton Street

Address Fort Wayne, Indiana 46802

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Wednesday - June 30, 1976 - 10:30 A.M.  
Time of Bids

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 3460. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

## TAX EXEMPT (Unless otherwise indicated)

Page 1 of 7Ref. No. 719Date June 10, 1976

Date wanted \_\_\_\_\_

Fund 29-890-261

Appropriation No. \_\_\_\_\_

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
2		Parking Control Equipment for City Parking Garage, Clinton at Washington Street. Mr. James Schneider - Phone 423-7296.		
		Two Control/Ticket Stations including/or Electric/Mechanical BASE & Setup.		\$8995.00
		OPTIONAL **		\$9975.00
		Removal of existing "Parcoa" system required.		
		The Buyer reserves the right to accept or reject any part of, or all of bids offered. The Buyer will also consider alternate bids.		
		The Non-Collusion affidavit must be completed and returned with your bid.		
		Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or have it on file with our E.E.O. Office for the current year: NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office.		
		Specify Which: On File: _____ Attached: <input checked="" type="checkbox"/>		

Bid Bond required ☐ NO ☒ YES 5% Performance Bond ☐ NO ☒ YES \_\_\_\_\_  
See Instruction (Item No. 18 on reverse side hereof).

Terms 5% cash discount if paid within \_\_\_\_\_ days from delivery and acceptance of goods or completion of services.

## PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 30 days from receipt of order.

## IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

Automatic Door Controls

For Ronald E. Barton Name of Company \_\_\_\_\_  
Title \_\_\_\_\_

Address 933 Cherry St.

Huntington, Ind. 46750

6/10/76

## GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the contract by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.  
To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.  
Reference to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly accounted claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **BM Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".  
Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1941, chapter 208, section 10, being Burns Indiana Statute 40-2313-1944 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.**
16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following:**
  - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
  - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
  - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
  - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
  - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
  - d) Separate proposals must be submitted on each reference number.
  - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted  
19

Date

Board-Commissioner Dept. of Purchasing, etc.

Accepted  
19

Date

Board-Commissioner Dept. of Purchasing, etc.

SPECIFICATIONSItem #1Clinton Street Entrance

1. Control Station for assigned Card Users:	\$ <u>304.00</u>
2. Loop Detector:	\$ <u>166.00</u>
3. Ticket Dispenser for Transit Users:	\$ <u>2166.00</u>
4. Gate:	\$ <u>1099.00</u>
5. Closing Loop Detector:	\$ <u>166.00</u>
Item #1 Total:	\$ <u>3901.00</u>

Item #2Washington Street Entrance

6. Control Station for assigned Card Users:	\$ <u>304.00</u>
7. Loop Detector:	\$ <u>166.00</u>
8. Ticket Dispenser for Transit Users:	\$ <u>2166.00</u>
9. Gate:	\$ <u>1099.00</u>
10. Closing Loop Detector:	\$ <u>166.00</u>
11. Out Clock (In Booth):	\$ <u>380.00</u>
Item #2 Total:	\$ <u>4281.00</u>

Item #3

300 Permanent Cards - for Assigned Card Users:

10,000 Permanent Tickets for Transit Users:

- will they direct

(Bm) \$ 328.00  
 \$ 39.00  
367.00

Item #4

Electrical/Mechanical and Installation of Equipment: Item #1

\$ 252.00

Item #2

\$ 294.00546.00

NOTE: Includes removal of existing "Parcoa" Equipment (If Any:

\$ - 0 -

Item #4 Total:

\$ 546.00

Specifications - ContinuedItem #5

Less Trade In of "Parcoa" Equipment

Item #1 \$ 50.00Item #2 \$ 50.00

→ 100.00

Total Net Cost of Items Bid:

Item #1 \$ 3901.00Item #2 \$ 4281.00Item #3 \$ 367.00Item #4 \$ 546.00Item #5 - Less: \$ <100.00>Net Grand Total of Items Bid Only: \* \$ 8995.00  
(SEE BELOW) \*\* 9975.00Warranty: 90 DAYS ON LABOR1 YEAR ON EQUIPMENTDelivery/Installation Time: 4 TO 6 WEEKS DELIVERY TIME4 DAYS INSTALLATION TIME

$$\begin{array}{r}
 8995.00 \\
 - 39.00 \\
 \hline
 8956.00
 \end{array}$$

\*\* IN ORDER TO PROVIDE A COMPLETE SYSTEM, WE ALSO  
PROPOSE THE FOLLOWING ADDITIONAL OPTIONS:

ITEM #1 - LOT FULL SIGN = \$ 204.00ITEM #2 - LOT FULL SIGN = \$ 204.00SIMUL. COUNTER & IMPULSE TO  
EXIT CLOCK = \$ 502.00ITEM #4 - INSTALLATION = \$ 70.00Total Optional \$ 980.00\* BASE BID FROM ABOVE 8995.00Net Grand Total \$ 9975.00

**NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA,

} SS:  
Huntington COUNTY

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Donald E. Bartrom  
Donald E. Bartrom - Partner

-----  
Bidder or Agent

For Automatic Door Controls  
Firm or Corporation

Subscribed and sworn to before me this 26 day of June, 1976  
My Commission Expires

9-19-79

Louis A. Hobe II  
Louis A. Hobe II

# PROPOSAL AND BID SURETY FORM

Page 7 of 7

## PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

## BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Five Percent of the Amount of the Bid

\$ Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

## BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. \_\_\_\_\_ in the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars

on \_\_\_\_\_ Bank

of \_\_\_\_\_

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

IF A corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

## SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

Thomas E. Kuller

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

John L. Solloway  
John L. Solloway

BIDDER  
AND  
PRINCIPAL

Automatic Door Controls

Name of Bidder—Print or Typ

By Donald E. Bartrom

Signature of Person Authorized to Sign

Donald E. Bartrom

Title Partner

933 Cherry St., Huntington, Ind. 46750

Street Name and Number

Huntington, Ind. 46750

City, State and Zip Code

Date 6-30-76

See Cover Letter

AMERICAN STATES INSURANCE COMPANY

Name of Company—Print or Type

Incorporated In the State of Indiana

Address 500 N. Meridian St., Indianapolis, Ind.

By Louis A. Hatcher

Signature of Attorney-in-Fact  
Louis A. Hatcher

Date 6-25-76

Witnessed by:

Thomas E. Kuller

SURETY



# American States Insurance Company

## INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and

appointed, and does by these presents make, constitute and appoint

-----LOUIS A. HOHE II-----

of Huntington and State of Indiana  
its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-In-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-In-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested

by its Assistant Secretary and its corporate seal to be hereto affixed this 25th day of October,

A. D. 1966.

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans

Second Vice-President

ATTEST: Agnes P. Brown  
Assistant Secretary

STATE OF INDIANA }  
COUNTY OF MARION } SS:

On this 25th day of October, A. D. 1966, before me personally came

William M. Evans

, to me known, who, being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by

like order. And said William M. Evans further said that he is acquainted with Agnes P. Brown and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

July 28, 1969

My Commission Expires

Barbara Cline

Notary Public

STATE OF INDIANA }  
COUNTY OF MARION } SS:

I, Ervin L. Eggleston, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 25

day of JUNE, A. D. 1976.

(SEAL)

Ervin L. Eggleston  
Assistant Secretary

## CITY OF FORT WAYNE

## DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

## INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

\*Mail all replies and correspondence, etc. to Attn. of A.C. Lord - 423-7037

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

## REQUIRED FOR DELIVERY TO:

Department or Division Parking Administration

919 South Clinton Street

Address Fort Wayne, Indiana 46802

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids Wednesday - June 30, 1976 - 10:30 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 14603. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
2		<p>Parking Control Equipment for City Parking Garage, Clinton at Washington Street. Mr. James Schneider - Phone 423-7296.</p> <p>Two Control/Ticket Stations including/or Electric/Mechanical Setup.</p> <p>Removal of existing "Parcoa" system required.</p> <p>The Buyer reserves the right to accept or reject any part of, or all of bids offered. The Buyer will also consider alternate bids.</p> <p>The Non-Collusion affidavit must be completed and returned with your bid.</p> <p>Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or have it on file with our E.E.O. Office for the current year: NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office.</p> <p>Specify Which: On File: _____ Attached: <u>X</u></p>		

Bid Bond required ☐ YES ☒ 5% Performance Bond ☐ YES ☒

See instruction item No. 13 on reverse side hereof.

Terms 00 % cash discount if paid within 10 days from delivery and acceptance of goods or completion of services.

## PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and as the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 30 days from receipt of order.

## IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

DICTATING + TIME SYSTEMS

Name of Company

JENNIS M. STOPPENHART, PRESIDENT

Address 2212 S. CALHOUN



## GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demands for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.  
To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.  
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished whenever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejections:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".  
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1941, chapter 208, section 10, being Burns Indiana Statute 46-2216-1944 supplement requiring each bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin or ancestry.
16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following:
  - a) Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
  - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipts of Bids:**
  - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
  - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
  - c) Bidders are requested to use the Bid Envelope (if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
  - d) Separate proposals must be submitted on each reference number.
  - e) Proposals having any erasure or corrections thereon may be rejected unless explained or noted under the signature of the bidder.

Accepted \_\_\_\_\_ Date \_\_\_\_\_ 10 \_\_\_\_\_ as follows:

Board-Commissioner Dept. of Purchasing, etc.

Rejected \_\_\_\_\_ Date \_\_\_\_\_ 10 \_\_\_\_\_ as follows:

Board-Commissioner Dept. of Purchasing, etc.

SPECIFICATIONSItem #1Clinton Street Entrance

1.	Control Station for assigned Card Users: C-11-4	\$ 225.00
2.	Loop Detector: CVD-1 DETECTOR & L-5 LOOP	\$ 205.00
3.	Ticket Dispenser for Transit Users: CTP-6C	\$ 1975.00
4.	Gate: 221 & P-17 HEATER	\$ 1340.00
5.	Closing Loop Detector: CVD-1 DETECTOR & L-5 LOOP	\$ 205.00
Item #1 Total:		\$ 3950.00

Item #2Washington Street Entrance

6.	Control Station for assigned Card Users: C-11-4	\$ 225.00
7.	Loop Detector: CVD-1 DETECTOR & L-5 LOOP	\$ 205.00
8.	Ticket Dispenser for Transit Users: CTP-6C	\$ 1975.00
9.	Gate: 221 & P-17 HEATER	\$ 1340.00
10.	Closing Loop Detector: CVD-1 DETECTOR & L-5 LOOP	\$ 205.00
11.	Out Clock (In Booth): 3544-CTP	\$ 280.00
Item #2 Total:		\$ 4230.00

Item #3

300 Permanent Cards - for Assigned Card Users:	\$ 300.00
10,000 <del>Permanent</del> Tickets for Transit Users: STANDARD TICKETS @ \$3.30/M	\$ 33.00

CTP Special tickets per customer printing are-

1color 1side Setup \$ 85.00 plus \$ 3.38/M

1color 2side Setup \$100.00 plus \$ 3.40/M

Item #4

(setup charge is per order)	
Electrical/Mechanical and Installation of Equipment: Item #1	\$ 1500.00

Item #2 \$ \_\_\_\_\_

NOTE: Includes removal of existing "Parcoa" Equipment (If Any): \$ \_\_\_\_\_

Item #4 Total: \$ 1500.00

Specifications - ContinuedItem #5

Less Trade In of "Parcoa" Equipment

Item #1

\$ 00000

Item #2

\$ -

Total Net Cost of Items Bid:

Item #1

\$ 3950.00

Item #2

\$ 4230.00

Item #3

\$ 333.00

Item #4

\$ 1500.00

Item #5 - Less:

\$ 0.00

Net Grand Total of Items Bid Only:

\$ 10013.00

Warranty: All equipment guaranteed for one (1) full year  
against defects in material and workmanship. Serviced  
out of our Fort Wayne office.

Delivery/Installation Time: Factory says it will take 7 weeks  
to build this equipment after receiving order.  
It should take 2-3 days to remove old equipment & install new.

- 9980.00  
less tickets

**NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA,

ALLEN COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Dennis M. Stappenberg  
Bidder or Agent

For DICTATING & TIME SYSTEMS  
Firm or Corporation

Subscribed and sworn to before me this 24 day of JUNE, 1976

My Commission Expires

Dec 23 1977

Norman H. Stappenberg

REQUEST FOR PUBLICATION

News	x
Sentinel	x
Journal	x
Gazette	
Other	

DATE June 10, 1976

Kindly publish the following advertisement on the dates as shown and issue invoice to \*

\* Department Parking Administration  
919 South Clinton Street  
Address Fort Wayne, Indiana 46802

Department of Purchases  
City of Fort Wayne

By [Signature]

BIDS WANTED - REFERENCE NO. 719

Sealed Proposals will be received by the City of Fort Wayne at the Office of Department of Purchases, Number One Main Street, Room 470, Fort Wayne, Indiana, until Wednesday - June 30, 1976 - 10:30 A.M. for the following items:

Two (2) Control/Ticket Stations including/or Electric/  
Mechanical Setup for City Parking Garage.

Each Bidder must submit a current 1976 written Affirmative Action Program with his or her bid - or - have on file with our E.E.O. Office for the current year. Bid Forms, specifications, etc., may be obtained upon application at the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 5% must be submitted with the bid.

Department of Purchases  
City of Fort Wayne  
By [Signature] A. C. Lord  
Director of Purchases

INSERT 1st RUN

REPEAT 2nd RUN

Type of Advertising Required

6-18-76

6-25-76

LEGAL NOTICE

# PROPOSAL AND BID SURETY FORM

Page 7 of 7

## PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

## BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Five Hundred Dollars and Sixty Five Cents

.....Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

## BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☒

Check No. B670671 in the sum of .....

Five Hundred Dollars and Sixty Five Cents .....Dollars

on INDIANA BANK ..... Bank

of FORT WAYNE .....

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond. Note: If Check is used as Bid Surety—Attach here.

## SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by: .....

## OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership .....

Witnessed by: .....

BIDDER  
AND  
PRINCIPAL

SURETY

## Dictating and Time Systems

Name of Bidder—Print or Type

By Desmond N. Stopperday  
Signature of Person Authorized to Sign

Title President-Parking Div.

2212 S. Calhoun

Street Name and Number

Fort Wayne, Ind. 46804

City, State and Zip Code

Date 6-28-76

See Cover Letter

Name of Company — Print or Type

Incorporated  
In the State of: .....

Address .....

By .....  
Sign on this Line

Date .....

S-76-07-10

TITLE OF ORDINANCE SPECIAL ORDINANCE - Civil City Purchase Order 3-33555DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKSSYNOPSIS OF ORDINANCE The Parking Administrator has expressed a need for replacement of worn parking gate and spitter equipment at the City Parking Garage.Bids were requested in the Purchasing Department. Only two were received:Automatic Door Controls ----- \$8,956.00Dictating and Time Systems ----- 9,980.00Purchase Order 3-33555 will be issued after Councilmanic approval.(SEE ATTACHED TABULATION AND BID COPIES)

"

EFFECT OF PASSAGE Purchase of adequate Parking Garage equipmentEFFECT OF NON-PASSAGE Continued usage of inefficient and worn equipmentMONEY INVOLVED (Direct Costs, Expenditures, Savings) Cost of \$8,956.00 from Parking Funds.

ASSIGNED TO COMMITTEE

Finance Jthm